

EXECUTIVE COUNCIL OF IOWA AGENDA

State Capitol - Robert D. Ray Conference Room (G09) 10:00 a.m.

APRIL 1, 2013

1. Introduction of Attendees
2. Approval of minutes of meeting held March 25, 2013
3. Payment of Cost Items – Page 1
4. Transfer of Property – Page 1
TAB # 1
5. New Memberships – Page 1
6. Renewal Memberships – Pages 1 - 2

3. Payment of Cost Items

- A. Dow Lohnes PLLC.....\$742.87
1200 New Hampshire Ave NW Suite 800
Washington, DC 20036
Iowa Public Television

Julie Pottorff, Deputy Attorney General, has reviewed this invoice and recommends payment. Payment will be made from the funds of Iowa Public Television.

4. Transfer of Properties

The Department of Public Defense, Iowa National Guard is requesting transfer of National Guard Armory to Jasper County.
TAB # 1

5. New Memberships

- A. Alcoholic Beverages in Iowa-Ill Safety Council in the amount of \$395.00 for 01/01/13 - 12/31/13. Other agencies: None Funding Source: State General Fund 100%
- B. Workforce Development in Britt Chamber of Commerce in the amount of \$75.00 for 03/01/13 - 12/31/13. Other agencies: None Funding Source: Federal 100%

Workforce Development in Garner Chamber of Commerce in the amount of \$75.00 for 03/01/13 - 12/31/13. Other agencies: None Funding Source: Federal 100%

6. Renewal Memberships

- A. Agriculture & Land Stewardship in American Association Veterinary State Boards in the amount of \$500.00 for 01/01/13 - 12/31/13. (Previous amount was \$500.00) Other agencies: None Funding Source: State General Fund - 100% Oth-0%
- B. Agriculture & Land Stewardship in COSDA in the amount of \$50.00 for 01/01/13 - 12/31/13. (Previous amount was \$50.00) Other agencies: None Funding Source: State General Fund-100%
- C. Alcoholic Beverages in Iowa League Of Cities in the amount of \$320.00 for 04/01/13 - 03/31/14. (Previous amount was \$320.00) Other agencies: None Funding Source: State General Fund -100%

- D. Insurance in Association of Certified Fraud Examiners in the amount of \$325.00 for 07/01/13 - 06/30/14. (Previous amount was \$350.00) Other agencies: None Funding Source: State General Fund -100%
- E. Natural Resources in Mid-States Organized Crime Information Center in the amount of \$250.00 for 01/01/13 - 12/31/13. (Previous amount was \$250.00) Other agencies: None Funding Source: Other -100% Fish & Game Trust
- F. Natural Resources in Mississippi Flyway Inc. in the amount of \$1,700.00 for 01/01/13 - 12/31/13. (Previous amount was \$1,700.00) Other agencies: None Funding Source: Other -100% Fish & Game Trust
- G. Natural Resources in National Association of State Park Directors in the amount of \$2,000.00 for 11/01/12 - 10/31/13. (Previous amount was \$2,000.00) Other agencies: None Funding Source: State General Fund-100%

THOMAS J. MILLER
ATTORNEY GENERAL

EXECUTIVE COUNCIL

2013 MAR 27 AM 10:24



TAB # 1

Address Reply To:
Licensing & Administrative Law
1305 E. Walnut Street
Des Moines, Iowa 50319
Telephone: 515/281-5164
Fax: 515/281-7551
www.IowaAttorneyGeneral.org

Iowa Department of Justice

March 27, 2013

GeorgAnna Madsen
Executive Secretary
State Capitol
LOCAL

Re: Transfer of National Guard Armory in Jasper County

Dear GeorgAnna:

The Iowa National Guard would like to transfer real estate to Jasper County. Iowa Code section 29A.57(2) allows armory property to be sold or exchanged "when it is no longer needed for the purpose for which it was acquired." This transaction requires the approval of the Executive Council.

Some background on this transaction may be helpful. The Iowa National Guard Armory in Newton has been closed since March 2012 due to relocation and restructuring within the National Guard. The Iowa National Guard sought out potential buyers of the Newton Armory. On June 25, 2012, the Armory Board of the State of Iowa authorized the transfer of the Newton Armory (which includes the armory facility and 6.29 acres of land) to Jasper County. In October 2012, the Armory Board and Jasper County reached an agreement on the specific terms of the real estate transaction.

In this transaction, the State of Iowa will transfer the current Newton Armory and one dollar to Jasper County. In exchange, Jasper County will provide the State with an option to acquire approximately 16.42 acres of land in Jasper County and one dollar. A copy of the terms of this transaction, including the State's option, is attached to this letter as Exhibit 1.

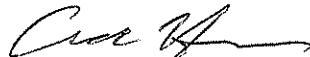
The State may exercise its option to acquire the 16.42 acres through December 31, 2017. The State must give Jasper County at least six months notice before exercising the option. If the State exercises the option, it will pay Jasper County one dollar in exchange for the 16.42 acres of land.

Along with this letter, I am sending you the original executed Certificate in Support of Patent Request and an unsigned Patent for this transaction.

GeorgAnna Madsen
March 27, 2013
Page 2

If approved, the attached patent will complete the transfer of the Newton Armory to Jasper County. The patent has been reviewed and approved by the Attorney General's Office. Accordingly, our office recommends that the Executive Council approve the transfer of property by patent as described.

Sincerely,



ADAM HUMES
Assistant Attorney General
Ph: (515) 281-7687
Fax: (515) 281-4209
E-mail: Adam.Humes@iowa.gov

Enclosures

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: State of Iowa, Adjutant General Iowa National Guard, Sellers:

1. Real Estate Description. Jasper County Iowa (Buyers) offer to buy real estate in Newton, Jasper County, Iowa, described as follows:

Locally known as: Iowa National Guard Armory, 1030 W. 2nd St. S., Newton, Iowa.

More specifically described as:

Lots 9 and 10 in Block 1, Manley Subdivision, City of Newton, Jasper County, Iowa, and Block "E" in the Subdivision of the West Half of the Southwest Quarter of Section 34, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book "B", Page 280, of the records in the office of the County Recorder of Jasper County, Iowa, except the South 150 feet, except the North 49 Feet, and except Manley Subdivision in the City of Newton, Jasper County, Iowa, as appears in Plat Book "E" Page 51, in the Office of the Recorder of said County.

and

The South 150 feet in width of Block E of the subdivision of the West Half of the Southwest Quarter of Section 34, Township 80 North, Range 19, West of the 5th P.M., as shown by the plat of said subdivision of record in Plat Book B, page 280, in the office of the County Recorder of Jasper County, Iowa; located in the City of Newton, Jasper County, Iowa

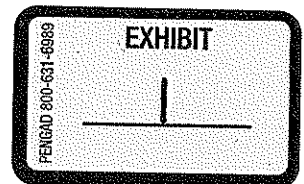
With any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens, mineral rights, other easements, interests of others.) designated the Real estate: provided buyers, on possession, are permitted to make the following use of the Real Estate:

2. CONSIDERATION.

a. The Buyer shall pay Seller \$1.00 at agreed upon closing date.

b. The Buyer as further consideration hereby grants unto Seller an exclusive, nontransferable and non-assignable option to acquire real estate as represented by the attached aerial photograph. The real estate totals approximately 16.42 including 0.47 acres of right of way and is more particularly described as:

A tract of land in the Northeast Quarter of the Southwest Quarter in Section 6, Township 78 North, Range 18 West of the 5th P.M., Jasper County, Iowa described as follows: Beginning at the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6-78-18; Thence S89°31'13"E, 336.28 ft. along the North Line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northwest Corner of Parcel "B" in the South Half of said Section 6-78-18 as recorded in Book 1156, Page 214 in the Jasper County, Iowa Recorder's Office; Thence S0°00'00"W, 100.00 ft. along the Westerly Line of said Parcel "B"; Thence S89°31'13"E, 395.60 ft. continuing along said Westerly Line; Thence S40°52'52"E, 344.75 ft. along said Westerly Line; Thence S0°00'00"W, 270.29 ft. along said Westerly Line; Thence N90°00'00"E, 174.27 ft. along said Westerly Line; Thence S5°17'40"E, 505.26 ft.



along said Westerly Line to the centerline of Liberty Ave; Thence N89°52'01"W, 193.03 ft. along said centerline and said Westerly Line of Parcel "B" to the beginning of a curve; Thence Westerly, 103.76 ft. along a 2556.70 ft. radius curve, concave southerly, having a chord bearing of S89°24'15"W and a chord distance of 103.75 ft. along said centerline; Thence N5°51'30"W, 646.51 ft.; Thence N89°37'03"W, 594.87 ft.; Thence S0°05'22"E, 736.72 ft. to the centerline of Liberty Ave; Thence Westerly, 223.54 ft. along a 3015.61 ft. radius curve, concave northerly, having a chord bearing of S79°46'28"W and a chord distance of 223.49 ft. to the West Line of said NE¼ SW¼; Thence N0°05'22"W, 1270.10 ft. along said West Line to the Point of Beginning. Said parcel containing 16.42 acres including 0.47 acres of road right of way.

Subject to covenants, conditions, restrictions, reservations and ordinances of record, if any, and subject to existing leases and easements, if any, together with such personal property located upon such premises as may be hereinafter detailed.

Seller shall exercise said option to acquire by December 31, 2017. Seller shall give written notice of intent to exercise said option to the Jasper County Auditor at least six months prior to expiration of the option to acquire. Seller shall further begin construction of a suitable Iowa National Guard facility large enough to house and train one hundred (100) Iowa National Guard Personnel by December 31, 2017.

Should Seller fail to exercise this Option to Acquire, said Option shall automatically terminate and all right, duties, claims and obligations contained herein shall be deemed void and of no force or effect. NO REFUND of any part of the consideration paid nor any further consideration will be made by Buyer to Seller to offset the failure to exercise this Option to Acquire under any circumstances, regardless of whether this Option to Acquire is or is not duly and timely exercised by Seller.

THE PURCHASE PRICE for the real estate upon due and timely exercise of this Option to Acquire is and shall remain during the term hereof: \$1.00.

3. REAL ESTATE TAXES. Under Iowa law, all taxes on the Property have been paid in full or cancelled. Buyer shall be responsible for payment of taxes on the Property which become due and payable for the fiscal year the Property is conveyed to Buyer and all subsequent years if any are due.

4. SPECIAL ASSESSMENTS. Under Iowa law, all certified special assessments have been paid in full or cancelled. Buyer shall be responsible for payment of all future special assessments, which may become due on the Property following conveyance to the Buyer.

5. RISK OF LOSS AND INSURANCE. The Seller shall bear risk of loss prior to closing and transfer of the real estate to Buyer.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession to Buyers.

7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers prior to closing at a date and time mutually agreeable to Sellers and Buyer, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession. Buyers will be responsible for utilities from the date of possession. Buyers may make no alterations to said real estate or move any items on to the real estate prior to closing. Buyers will have the right to inspect and plan for use of said real estate from the date of possession until date of closing.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. ABSTRACT OF TITLE. Buyer requests an Abstract of Title be created and/or updated at the Seller's expense. The Buyer shall have ten (10) days from the receipt of such abstract to deliver a copy of an attorney's title opinion to the Seller stating any objections to title and only objections so stated shall be considered. If upon examination of the abstract of the property, the Buyer determines that the Seller's title to the Property is not merchantable the Seller shall be under no obligation to cure title defects and the Buyer may elect to cancel this Offer.

11. CONVEYANCE. The Seller shall cause to be executed a Land Patent effecting the transfer of the property to the Buyer. The Patent shall be provided to the Buyer upon payment of the purchase amount. The Seller will record this Patent and a certified copy of the Seller's conveyance proceedings all at Sellers expense.

12. ENVIRONMENTAL/INSPECTION/WARRANTY. Buyer shall purchase the Property "as is." Buyer's obligations, however, under this Contract are contingent upon Seller providing a Real Estate Transfer—Groundwater Hazard Statement. Seller has provided to Buyer a document entitled "Environmental Review of the Iowa Army National Guard Armory in Newton, Iowa," dated August, 2012. If Seller is unable to provide the required Groundwater Hazard Statement or if any environmental contamination is disclosed in the Environment Review provided by Sellers, the Buyer may elect to cancel this Offer and Seller shall promptly cancel this contract and it shall be considered null and void.

13. NO WARRANTY OF FITNESS. Seller makes no warranties as to the fitness of the Property for any particular use.

14. ENTIRE AGREEMENT. This Offer to Buy constitutes the entire agreement of the parties hereto and may be modified in writing. The laws of the State of Iowa shall govern this Offer.

15. TIME. Time is of the essence for the performance of this offer.

This Offer is made on the 9 day of October, 2012 and will remain in effect for sixty (60) days.

BUYER

JASPER COUNTY

BY: [Signature]
Joe Brock, Chairman, Board of Supervisors

Attest: [Signature]
Dennis Parrott, Jasper County Auditor

THIS OFFER IS Accepted by the Adjutant General, as Chairman of the Armory Board on behalf of the State of Iowa on the 26 day of October, 2012.

BY: [Signature]
Adjutant General, State of Iowa
